

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

TIFFANY AARON, EBONI HORN-
WATSON, STACEY BLANCHETTE,
STEPHANIE REYNOLDS, SANDRA
BOUDREAUX, CYNTHIA CLARK,
ESTELLE FOSTER, SUSAN HEBERT,
AND CAROLYN HOLMAN,

Plaintiffs

V.

JASON LEDAY, LTHM HOUSTON -
OPERATIONS, LLC, AND
KIGLAPAIT HOSPITAL
CORPORATION d/b/a RENAISSANCE
HOSPITAL GROVES

Defendants.

CIVIL ACTION NO. 13-cv-1716

AGREED FINAL JUDGMENT

Plaintiffs alleged claims under the Fair Labor Standards Act, the WARN Act, breach of contract, and COBRA violation under 29 U.S.C. § 1132(c)(1). Based on agreement by the parties, the Court hereby enters the following judgment.

It is hereby ORDERED, ADJUDGED, AND DECREED, that judgment be entered in favor of Tiffany Aaron, Eboni Horn-Watson, Stacey Blanchette, Stephanie Reynolds, Sandra Boudreaux, Cynthia Clark, Estelle Foster, Susan Hebert, and Carolyn Holman against Jason LeDay in the total amount of \$35,000 payable to Plaintiffs and their attorney as follows:

- \$9,986 to Sud Law P.C. on or before March 13, 2015, as a portion of costs and attorney's fees based on the Court's December 18, 2014 order sanctioning LeDay¹;
- \$12,883 to Plaintiffs, representative of wages, salaries, and vacation/PTO, on or before April 10, 2015, as follows:

¹ This final judgment accordingly amends the Court’s January 21, 2015 order (Docket #99).

- \$914 to Tiffany Aaron
 - \$1,445 to Stacey Blanchette
 - \$1,085 to Sandra Boudreaux
 - \$2,421 to Cynthia Clark
 - \$1,122 to Estelle Foster
 - \$1,661 to Susan Hebert
 - \$1,172 to Eboni Horn Watson
 - \$958 to Carolyn Holman
 - \$2,105 to Stephanie Reynolds
- \$6,000 to Sud Law P.C. on or before May 29, 2015, as a portion of costs and attorney's fees;
 - \$6,131 to Sud Law P.C. on or before June 29, 2015, as a portion of costs and attorney's fees.

In addition to Jason LeDay personally, the following entities, including any successor entities, are jointly and severally liable for the above amounts: 1) LeDay Interests, LLC; and 2) Axiom Industries, LLC. LTHM Houston—Operations, LLC and Kiglapait Hospital Corporation are not liable on the judgment.

Post-judgment interest shall accrue at a rate of 0.20% beginning from the date each payment is due until paid. This Court retains jurisdiction to resolve any disputes relating to this final judgment.

All writs and process for the enforcement and collection of this judgment may issue as necessary if the above amounts are not timely paid. In connection with any Writ of Execution in this case, the Court directs the United States Marshals Service to use any means or force necessary to satisfy this judgment.

This is a FINAL JUDGMENT.

Signed at Houston, Texas on _____, 2015.

KEITH P. ELLISON
UNITED STATES DISTRICT JUDGE